

South Dakota Department of Social Services – Division of Economic Assistance – RFP#1380 – Eligibility and Enrollment System Modernization.

Amendment #1

Overall Clarification Statement to all Service Providers:

The State of South Dakota thanks all Service Providers for their questions, cost drivers and risks provided related to RFP 1380. Based on the questions, we believe we need to clarify key elements of this RFP to ensure Service Providers understand what the State is asking for and how to respond. The following are key clarifications we believe are necessary:

1. The overall approach and theme of this RFP is that South Dakota wants to re-use a solution that is already operational in another State – virtually “as is”. We acknowledge that there will be some development and configuration required – specifically in the areas of connectivity to the State infrastructure, interfaces, data conversion, ensuring the solution meets South Dakota Laws and aligns to our State plan. Service Providers need to propose their solution, already operating in another State, that best matches our requirements without requiring development beyond the areas listed above with a few other mandatory requirements related to making payments to Non-MAGI providers and/or Non-MAGI recipients.
2. Attachment E and F will enable the State to see what capabilities your current solution has as a part of our evaluation. Regarding Attachment E, unless otherwise noted, the State is not dictating development of these requirements other than as previously discussed. Bid your system with the capabilities it has today with development where indicated as mandatory and of course being responsible for connecting your solution from whatever hosting arrangement you have proposed to the State’s infrastructure. Attachment F contains Non-functional requirements we believe are necessary, however Service Providers should likewise respond based on current solution capabilities without additional development and respond to non-technical questions with what you are capable of and have provided for in your proposal. We will clarify this further as a part of Amendment 1 to the RFP and service providers will be notified of mandatory requirements in attachment E and F.
3. RFP Attachments K and K-1 constitute the State’s required contract provisions for this project. While the following items listed below are also mandatory contract elements, the dollar amounts, and percentages represent the states preferred amounts. Vendors that wish to propose alternatives to only the following preferred dollar or percentage amounts should identify those alternatives clearly in its response. Vendor alternatives proposed may or may not be accepted by the state.
 - In Attachment K: DSS Purchase of Services Agreement

- Section 11.3.3 and 11.3.4 – Table 2 Certain Credits (liquidated damages);
 - Section 16 – specifically 16.2.1, 16.2.2, 16.2.4, 16.2.5 – Insurance;
 - Section 19.14.2 Letter of Credit;
 - Schedule B. Section 2.2 – Amount at risk;
 - Schedule B. Section 4.2 – Calculation of Service Level Credits;
 - Schedule B Section 7.0 Key Performance Indicators; and
 - Schedule C – Sections 22.1 and 23.3.1 – Payment Based Milestones and Holdback Percentage.
4. The RFP task and activities section is based on how the State assumed the project could be organized. The RFP states that service providers should bid using their standard approach and methodology. The State will consider the timelines you propose for submitting deliverables. The only timeline constraints are that the solution must be implemented as a whole in 21 months. Propose your timeline that fits your methodology and process.
 5. We are amending the RFP based on your feedback. We are providing a 10-calendar day timeframe for you to review our response to your questions and the amendment to the RFP and then will allow you to submit 1 more round of questions related to our answers. Your questions related to the answers we have posted, or Amendment #1 are due by August 31, 2018 at 5pm Central time. Furthermore, the State is changing the proposal due date from September 17, 2018 to October 09, 2018. The State is not looking for an additional submission of Top 10 Cost Drivers and Risks.
 6. The Letter of Intent deadline has been extended until September 13th, 2018. LOI must be emailed to Mark Close by 5pm Central time. Service Providers who have already submitted and LOI do not need to resubmit.

The Department of Social Services, Division of Economic Assistance hereby amends RFP #1380 to modify the following sections. Please note that any language with a strikethrough represents removal of the language and any language highlighted yellow represents an addition to the RFP.

1. Cover Page

**STATE OF SOUTH DAKOTA
OFFICE OF PROCUREMENT MANAGEMENT
523 EAST CAPITOL AVENUE
PIERRE, SOUTH DAKOTA 57501-3182**

Request for Proposals for South Dakota Medicaid & CHIP Eligibility System

PROPOSALS ARE DUE NO LATER THAN ~~September 17~~, October 09, 2018

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Section 1.1, 4th Paragraph

For purposes of this RFP, the term “Configurable means that installation-specific changes can be incorporated into the solution with the solution’s tools, including a rules engine, rather than modifying the solution’s program code, and the term “Customization” means that installation-specific changes can be incorporated only by modifying the solution’s program code. Proposals that do not clearly delineate between where the State can leverage existing system functionality by means of configuration and where development may be required are likely to score less well in the evaluation process than those do make such delineation clear. Moreover, proposals that do not require development will likely score better than those that do require development. ~~The State wants prospective service providers to identify any development work that is or may be required in the prospective service provider’s proposed solution that the prospective service provider believes will be necessary to make their system meet the requirements of the RFP including Section **Error! Reference source not found.** and Attachments E and F.~~ **Service Providers should indicate the current capabilities of their proposed solution in their response to Attachments E & F. Additionally, if any development is proposed or deemed necessary to make the solution operational, Service providers should clearly articulate all areas of their proposal where development was included in the proposal and accounted for in the Cost proposal.** The State anticipates that portions of this RFP (including Section 4.0 and Attachments E and F), and the prospective service provider’s response to this RFP, as modified by mutual agreement during this procurement process, will function as the Statement of Work included in the Agreement.

1.4 Schedule of Activities

The Schedule of Activities listed below represent anticipated dates for many activities and is subject to change by the State.

RFP Publication	07/17/18
Letter of Intent to Respond submission deadline	08/07/18 09/13/18
Written Questions submission deadline – Round 1	08/07/18
Written Questions submission deadline – Round 2	08/31/18
Project Risks Table submission deadline	08/07/18
Service Provider Top Cost Drivers submission deadline	08/07/18
State Responses to Written Questions – Round 1	08/16/18 08/21/18
State Responses to Written Questions – Round 2	09/12/18
Proposal Submission deadline	09/17/18 10/09/18
Oral Presentations/Discussion (if needed)	11/05 – 11/09/18 12/03 – 12/11/18
Proposal Scoring Revisions (if required)	11/14/18 12/13/18
Site Visits to Service Provider Clients (if required)	11/27 – 12/06/18 12/17 – 12/21/18

Anticipated Award Decision	12/15/18 01/11/19
Contract Negotiations	12/17 01/31/19
	01/15/19 – 03/01/19
CMS Review and Approval	02/01/19 03/31/19
	03/01/19 – 04/19/19
Project Start Date	04/01/19 05/01/19

1.6 Questions

Questions and issues related to the RFP or procurement process must be directed via email to Mr. Mark Close, at: mark.close@state.sd.us. Questions must be submitted in the question format provided in Attachment A and can be sent any time after RFP release through the cutoff date for questions. The State envisions a single two rounds of questions and answers for this procurement. DSS will respond to initial questions from prospective service providers' inquiries by posting aggregated questions and DSS responses on the DSS website (<http://dss.sd.gov/keyresources/rfp.aspx>) no later than ~~08/16/18~~ 08/21/18. For expediency, DSS may combine similar questions. Prospective service providers may not rely on any other statements, either of a written or oral nature, that alter any specification or other term or condition of this RFP. Prospective service providers will be notified in the same manner as indicated above regarding any modifications to this RFP. The State will provide detailed answers to the questions in the response document. Prospective service provider(s) and individual name(s) will not be disclosed on the Q&A document. The State will allow service providers to review the response to Q&A and any RFP amendment and ask another round of questions specifically related to the answers provided or any RFP amendment. The second round of questions will be due on August 31, 2018 at 5pm Central Standard time and should be emailed to Mark Close at Mark.Close@state.sd.us.

1.9.4 All proposals must be signed in ink by an officer of the Service Provider legally authorized to bind the Service Provider to the proposal and sealed in the form intended by the Service Provider. Proposals that are not properly signed may be rejected. For paper copies shipped to DSS, the sealed envelope must be marked with the appropriate RFP Number (#1380) and Title. The words "Sealed Proposal Enclosed" must be prominently denoted on the outside of the shipping container. Proposals must be addressed and labeled as follows:

Request For Proposal #1380 Medicaid and CHIP Eligibility System

Proposal Due September 17, 2018 **October, 09, 2018**

RFP # 1380

South Dakota Department of Social Services

Attention: Mark Close

700 Governors Drive

Pierre SD 57501-2291

1.14 Length of Contract

The State is looking for the implementation of the Medicaid/CHIP eligibility determination system within no more than 21 months of contract execution. If the State determines that any other programs will be added to the initial system, the State and Service Provider will agree on a planned implementation schedule and price for such add-on programs. The maintenance and operations period will begin at the end of the Hypercare and Warranty Period. The total initial contract length will be approximately six years from contract execution, with the possibility of two 1-year options to renew. Should the State determine that it is in the best interest of the State to “takeover” the system and move it to the State for ongoing maintenance and operation by BIT, the State may entertain a mutually beneficial contract length beyond the above mentioned two, one-year renewals to accommodate knowledge transfer and transition of the system to BIT. Contract years will coincide with State fiscal years (which begin on July 1); however, the initial contract start date for this Project is anticipated to start on ~~April 01, 2019~~ May 01, 2019 and the State will consider the first-year contract running from May 01, 2019 through May 31, 2020 which will result in a slightly shorter longer initial first year contract period. Both the initial contract and any extensions are subject to CMS review and approval.

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4.1.2.4 - Provide all of the functionality and capabilities required for an ACA operational and certified solution, and indicate whether or not the proposed solution meets all the requirements, described in Attachments E and F, other than: (a) functionality, capabilities and requirements which, under the terms of the Attachments, relate only to the Optional Programs; and (b) functionality and capabilities the State directs Service Provider to render inactive. Notwithstanding the foregoing, on an item-by-item basis, prospective service providers are invited to propose alternative, potentially more efficient, or equivalent means of achieving the State’s desired outcome provided the prospective service provider confirms that it can provide, or cannot provide, the functionality and capability as requested by the State

4.1.2.22 Have configurable application modules and domain modules (enterprise framework) and /or open source modules that need minimal customization and must meet the needs of the business functions (e.g., business rules engine, workflow, imaging, etc.) for all required human service applications. Preference will be given to Service Providers who present a solution that is fully configurable for the purpose of meeting each required DSS program requirement and is 85 to 100 percent configured ~~out of the box~~ already in the State that it is already operational to meet South Dakota requirements. Keeping in mind South Dakota will take the solution, virtually “as is”, as discussed throughout this RFP, the State is looking to ~~The solution must~~ minimize customization for implementation of requirements;

4.1.2.40. Without limiting the generality of the foregoing, include the general functions listed below:

4.1.2.40.9 The State does not currently operate a call center or have any plans to at this time. However, if your proposed solution has the ability to integrate with a call center, please describe this functionality. This should be based on any previous experience integrating your solution with a call center in a state where you have implemented the solution;

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4.2.1 - Implementation Services

Unless the Service Provider is hosting the E&E System on its own infrastructure or proposing to have the State of South Dakota host the solution (either at the State or in a cloud tenant of the State's choosing), Service Provider must enter into a Hosting Agreement. Service Provider shall enter into the Hosting Agreement on its own behalf and not as an agent for the State. The Hosting Agreement must, at the State's election: (i) be assignable to the State at termination or expiration without any change in the terms of such Agreement except for the substitution of the State for the Service Provider; (ii) the inclusion of language requiring the hosting service provider to facilitate such assignment by providing the State and Service Provider such "transition assistance" as the State or Service Provider may reasonably request including providing the State an updated list of all hardware and software required for hosting and assisting the State or one or more State designees to set up and test such hardware and software to confirm that it is fully operational; and (iii) the inclusion of language allowing the State or its designee to complete the implementation, if applicable, and set up of the E&E System and to maintain, operate and support it, including accessing all hardware and software. Service Provider will provide the State a copy of the Hosting Agreement for its review and approval prior to entering into it. The Service provider will work with the State to reach an acceptable hosting agreement.

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4.4 - Project Initiation and Planning

4.4.1 Project Initiation and Planning shall begin immediately after contract execution and should take no more than two months, concurrent to other activities. The State has provided timeframes for key deliverables throughout this section. Service Providers should describe how and when they will provide the deliverables outlined in this area if they are not able to deliver them in the timeframe suggested by the State. Service providers are free to propose their own methodology and approach to providing the deliverables as long as the overall timeframe of 21 months is achieved, and State testing timeframes are not significantly reduced from what is envisioned in the RFP. Service provider proposed timeline for deliverables is subject to State agreement and will be finalized during contract negotiations. Service Provider's responsibilities include:

4.4.1.4.1 the Master Project Plan and Master Schedule shall identify : (a) all of the activities and tasks required to implement the E&E System (to the extent Service Provider can identify all such tasks and activities); (b) the work breakdown structure; (c) the Party responsible for each

task or activity; (d) with respect to each such task and activity, the other tasks and activities upon which the task or activity is dependent or that are dependent on such task or activity; (e) the time when each of the tasks and activities is to begin and the time by which each is to be completed; and (f) in the case of Service Provider tasks and activities, the resources assigned to each task; and (f) the hours anticipated to be required for, all such tasks (including key tasks and dependencies). (g) be able to clearly identify the tasks that are a part of the “critical path” of the Project – such that any delays to these tasks or activities will impact the overall project schedule. Service Provider shall use Microsoft Project for this purpose and shall ensure that there are no resource conflicts under the proposed Master Project Schedule. Service Providers can propose an alternative to using Microsoft Project as long as the product is accessible to all State staff and State Contractors at no charge and has similar capabilities to Microsoft Project. Service Provider shall update and maintain the Master Project Plan and Master Schedule throughout the implementation;

4.4.1.11 - The Service Provider can propose to use an existing EPL to host on their hardware and infrastructure or can propose to have the State host the EPL on State hardware and infrastructure. will host the EPL on their hardware and infrastructure. The EPL will be maintained by the Service Provider on a secure SharePoint (or similar product) site. Service Provider shall establish a secure private area for the Service Provider, State, and other contractors to store interim documents, as well as formal public areas to host deliverables and other documents such as meeting notes, agendas, meeting calendars, etc. The Service Provider will also train the State staff on where to place and how to access the various types of documentation based on agreed upon protocols with the State. The Service Provider will load all project documentation into the EPL as it is completed and will maintain updates with version control.

4.4.1.12 - The Service Provider will also provide and upload into the EPL a list of all Service Provider staff and appropriate Service Provider sub-contractors who need access to the EPL, along with what role each staff person needs for the various areas of the site. If the Service Provider is hosting the EPL, the Service Provider will also ensure a monthly backup of all documents on the EPL as of the end of each month in a format agreeable to the State. In the event that the Service Provider is hosting the EPL, if requested by the State, the Service Provider will transfer all documentation to the State in a format reasonably acceptable to the State; and

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4.6.1.12 Unless otherwise specifically agreed by the State in the Master Project Schedule, most if not all of the work described in Section 4.6.1 and Section 4.6.2 shall be completed during the six-month period beginning on the Effective Date, without regard to the agreed SDLC. Service Providers must discuss in their proposal if they propose a different timeframe for conducting design activities and why their alternative is advantageous for the State. The State expects all activities to be completed and the system to be implemented within 21 months.

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4.7.3.5 Attend design sessions, interface sessions, business process sessions and **data conversion sessions** to assist the Service Provider to validate development that may be necessary to meet Governmental Requirements

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4.8.1 Data conversion is a critical part of the successful transition to a modern system. As part of the response to this RFP, the Service Provider should discuss their approach and strategy for data conversion. **The State has included desired due dates for all deliverables within this area, however the Service Provider may propose alternative delivery dates in its Project Plan and Schedule with an explanation of how the Service Providers approach reduces risk or cost to the State.** Service Provider is responsible for all data conversion and migration activities. Service Provider's responsibilities with respect to data conversion include:

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4.9.1.1 **Unless otherwise agreed to by the State as a part of the agreed upon Project Plan and Project Schedule,** within thirty (30) days of the date that State approval is received on all requirements validation and design documentation, preparing and providing the State for its review and approval a detailed and comprehensive test plan providing for (i) Testing to be performed by Service Provider, and (ii) tests to be performed by the State (the "Test Plan"). Without limiting the generality of the foregoing, Service Provider shall:

4.9.1.1.9 Include in the Test Plan a requirement that real State data converted and formatted for the E&E System be used unless otherwise agreed by the State. **State data used for testing must comply with appropriate HIPAA PHI/PII policies and procedures at the State including de-identification of data.**

4.9.1.5 Providing and promptly sharing with the State an impact assessment for all Deficiencies identified by the State or Service Provider during each test (including ~~unit, system~~, integration, stress, regression and UAT). The impact assessment will detail what each Deficiency is, what modules or components it affects, how it impacts the business process flows, components, interfaces, etc. The Service Provider will also provide the State a timeline for fixing each Deficiency. If a work-around is available to continue valid testing, and is reasonably acceptable to the State, the Service Provider will train the State team on such work-arounds;

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4.10.1.1 Prior to UAT, training a group of ~~thirty (30)~~ or **more twenty-five (25)** people designated by the State who will be involved in UAT, when reasonably requested by the State. Service Provider shall provide this training in-person and at a State site designated by the State. The training should be in-person "hands on" training; and

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4.11 Pre-Go Live Activities

4.11.2.4.6 – As a part of their proposal, Service Providers are asked to discuss the value of a Pilot of the solution based on their experience in another State and whether they are proposing that South Dakota Pilot the system in a limited area prior to statewide implementation. In the event that a Pilot is proposed, Service Provider will be responsible for preparing and providing for State review and approval a plan for a pilot of the E&E System in one or more regions of the state to demonstrate functionality (the “Pilot”). The State, in consultation with Service Provider, shall identify the region(s), the functionality to be demonstrated (that is, requiring that all, or just certain specific, functionality be demonstrated) and the minimum duration of the Pilot. The Pilot shall continue for the longer of the minimum duration established by the State or until the designated functionality has been successfully demonstrated;

4.11.2.4.7 In the event that a Pilot is proposed and agreed to by the State, executing the Pilot Plan including prohibiting use of the E&E System in other regions during the Pilot;

4.11.3.3 In the event that a Pilot is proposed and agreed to by the State, Service Provider will deliver a list of Deficiencies discovered during the Pilot along with system performance metrics during the Pilot to support the State’s efforts to document the Pilot roll out, if the State elects to have Service Provider implement a Pilot;

4.11.4.6 In the event that a Pilot is proposed and agreed to by the State, designate one or more regions as the Pilot region(s); and

4.11.4.7 In the event that a Pilot is proposed and agreed to by the State, in consultation with Service Provider, assess the Pilot results.

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4.12 Post - Implementation Activities/Hypercare and Warranty

4.12.2 ~~The Hypercare and Warranty Period shall commence, on a region-by-region basis on the date the E&E System Goes Live in such region.~~ The Hypercare and Warranty Period shall end on the later of: (a) the last day of the third ~~third~~ **sixth** full-month following such **Go Live on a statewide basis**; and (b) unless otherwise specifically provided with respect to a specific post-implementation obligation, such time as all material functionality, including functionality that is used on a periodic basis (i.e., yearly COLA updates, change in Federal poverty levels, etc.), has been used in production and has operated correctly.

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5.1 Minimum Qualifications

To bid on the Project, prospective service providers must meet the minimum criteria set forth in this Section 0. Prospective service providers must include in their responses facts and evidence to support their assertion that they meet, or by the time of the contract is executed will meet, the minimum qualifications:

5.1.4 Prospective service providers must have experience (proven by references) implementing eligibility and enrollment systems based on the same solution as the E&E System being proposed. System Integrators can reference implementations where they have implemented a subcontractor's system as evidence that they meet the minimum qualifications to bid.

5.1.5 Each prospective service provider must detail the steps and activities it proposes to take prior to the Go Live Date to ensure a low-cost, low-risk approach to implementation that will result in an on-time and successful implementation. The State envisions that a minimum of six months of effort will be required prior to the Go Live Date in the Master Project Schedule for the Covered Programs in any region. Each prospective service provider ~~must also~~ should discuss the benefits of a Pilot implementation and if proposed, detail their proposed approach to launching the system as a "Pilot" in one or more regions of the State. ~~if the State if the State decides to roll out the system on a region by region basis.~~ Should a Pilot phase be proposed, this will be a predecessor to full implementation of the system on a statewide basis.

5.1.7.2 Confirm that, at least, the Project Manager, Business Lead, Technical Lead and Implementation Team Lead will be available to be based onsite to regularly meet/interact with the State team. As the Project progresses through various activities and milestones, the State assumes the Service Provider will bring additional staff onsite, as needed, to work with the State team. The State will work with the Service Provider to come to agreement on an acceptable travel and onsite schedule

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5.2.15 Confirm that as part of the Services and without additional charge, other than what has been discussed in section 4.13 with respect to Governmental requirements and as further defined by the Draft Contract as New Services or Chargeable Initiatives, it will modify, upgrade and replace the E&E System throughout the Term as required for it to remain fully compliant with all Governmental Requirements on the Go Live Date, throughout the Term and at termination or expiration of the Agreement;

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5.3 Types of Bids

The State will entertain the types of bids set forth in Sections 5.3.1 through 5.3.6. Each prospective service provider should indicate which option they are proposing and why they believe it is most advantageous to the State. The State expects only one proposal per prospective service provider or team of prospective service providers and will not accept multiple proposals from one prospective service provider or team of prospective service

providers. Each prospective service provider should submit a bid reflecting the bid option that such prospective service provider believes is likely to be the most advantageous to the State:

5.3.1 Service Provider hosts an existing solution (~~out of the box~~ or state-specific version) on the Service Provider's infrastructure;

5.3.3 Service Provider works with existing state client to allow the State to use that state's infrastructure with the Service Provider's ~~out of the box~~ solution **from another State implementation**;

5.3.7 Modifications to the options outlined in Sections 5.3.1 through 5.3.6 that does not involve significant development work **and includes use of a system already operational in another State modified with additional "out of the box" functionality that is not a part of the system in the State that it is operating in.**

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5.4 Response to Attachment E and F Required

Prospective service providers' responses to this Section 5.4 must include a full response to the Functional and Non-Functional Requirements Tables provided as Attachments E and F (respectively) in this RFP. For each requirement listed, prospective service providers must indicate in their response how their solution meets the requirement and the current status of the requirement functionality in their system. **The State is not requesting development for any of the requirements in Attachment E for Medicaid/CHIP beyond what is discussed in the RFP related to data conversion, interfaces, functionality to meet State Law and the State Plan and requirements that facilitate connectivity to the State infrastructure. Service Providers must indicate the current status, without adding development, of their proposed solution for each item.** The table responses for Attachment E include:

Out of Box	OOB	Indicates the proposed solution, that is already operational in another State, requires no configuration or modification or customization required by prospective service provider /State.
State Configurable	SC	Indicates the requirement is supported, and can be configured by State business users without support from the prospective service provider or other programmers.
Service Provider Configurable	VC	Indicates the requirement is supported, and can be configured by the prospective service provider.
Modifiable	M	Indicates the requirement can be supported with some modifications by the prospective service provider.
Custom	C	Indicates the functionality necessary to meet the requirement would need to be custom-built.

5.4.2 Each prospective service provider must respond to each requirement listed in the Functional and Non-functional Tables (Attachments E and F), indicating the appropriate codes

noted above for each requirement. Prospective service providers also must provide in the Comments section a brief description of how their solution meets or ~~will~~ **could** meet the requirement **without proposing development unless the requirement falls into previously mentioned categories (interfaces, data conversion, etc.)**. If the prospective service provider has an alternate way to provide the functionality requested by the requirement in Attachment E without customizing their current solution, please use the Comments section to describe the alternative solution. Select "Modifiable" as the code in these instances. Note: for Non-functional requirements only – if the response to a requirement does not exactly align with the five (5) options available for Attachment E, use the Comments column to provide or further clarify your response.

6.3 Financial Standing

Each prospective service provider is required to submit a copy of their most recent three (3) years of audited financial statements as a part of this solicitation to demonstrate strong financial standing and ability to deliver the requested products and services to the State. Please ensure that audited financial statements clearly include the health and human services sector or organizational area under which this Project would be conducted **In the event that Service Provider does not have audited financial statements, please provide unaudited financial statements or other means of financial reporting that assures the State of sufficient financial standing to undertake a project of this size and scope. Please describe what alternative actions you will take to support the accuracy of the financial statements you are able to provide.**

6.3.1 Standards for Attestation Engagements Form. Provide a copy of its most recent Statement on Standards for Attestation Engagements (SSAE) 16 report, then annually thereafter for the term of the agreement. For SSAE 16 the, Service Provider must identify which of the following can be provided on an annual basis: SOC 1, SOC 2, or SOC 3. If unable to provide a copy of the most recent report, Service Provider must explain why and whether in the future the selected Service Provider will be able to provide such a report. **If the service provider is not required to produce a SSAE 16 and does not have such a report, explain whether it could be provided in the future and then describe other ways that the status of financial and internal controls can be conveyed to the State.**

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6.4.2 – Third Party Security Audits - Discuss in general terms the results of your latest ~~Provide~~ the third-party security audits for the similar projects that the prospective service provider listed above. **Upon notification of intent to award**, the State will sign a non-disclosure statement, as needed, to receive these audits, within the limits of the State's open records law. If there are no audits of these projects, the Service Provider must provide unedited and un-redacted results of such security testing/scanning from third-party companies and/or tools that have been run within the past 90 days. To protect proprietary or confidential information, the State will agree to non-disclosure of any information provided as a result of such a request, as appropriate **after service provider has been notified of intent to award.**

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7.3 Proposal Organization

7.3.2 Executive Summary. The Executive Summary should briefly describe the prospective service provider's Technical Proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the prospective service provider. The evaluators should be able to determine the essence of the proposal by reading the Executive Summary. Proprietary information requests for any portion of the prospective service provider's proposal should be identified clearly at the end of the Executive Summary. Cost proposal information shall not be included or discussed in the Executive Summary. (5-page limit – **excluding the proprietary information request**)

7.3.3.2 A specific point-by-point response, in the order listed, to the requirements set forth in Section 4 as described in 7.3.3.2.1 **7.3.3.3** and 7.3.3.2.2 **7.3.3.4**. The response should identify each requirement being addressed as enumerated in the RFP. For purposes of Section 4 (Scope of Work), the prospective service provider must respond to each of the subsections and each section of a subsection and so on and so forth.

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Attachment E

The following are changes to the requirements service providers will respond to based on their current solution without proposing development unless it is required to render the solution operational or is one of the areas South Dakota has designated for development.

PMI	1	The system shall include a Person Master Index (PMI) that interfaces with multiple systems, or reuse the State's PMI , that assigns a unique identifier to each customer and also serves as a shared repository for demographic data.
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Attachment F – Non-Functional Requirements

HOST	1	If the Service provider has proposed to host the solution , the contractor service provider shall host, maintain, and operate South Dakota's solution within the continental United States of America.
HOST	3	The contractor shall ensure that the solution is hosted in a Tier IV III or higher data center.

GF	2	Service providers must describe the ability of the system to retain data for the mandatory Federal timeframes and if relevant any archiving solution they have in place in their operational system. The system shall automatically archive obsolete data for records retention regulations, by program based on program rules.
GT	4.18	The system shall, at a minimum, provide a mechanism to comply with security requirements and safeguard requirements of the following agencies/entities: <ul style="list-style-type: none"> • Health & Human Services (HHS) Center for Medicare & Medicaid Services (CMS) • Administration for Children & Families (ACF) • NIST 800-53r4, MARS-E and DOD 8500.2 • Federal Information Security Management Act (FISMA) of 2002 • Health Insurance Portability and Accountability Act (HIPAA) of 1996 • Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009 • Privacy Act of 1974 • e-Government Act of 2002 • Patient Protection and Affordable Care Act of 2010, Section 1561 • South Dakota State law and administrative rule

NC	15	The system shall allow letters, notices and forms from customers or cases to be accessed in the system or via archived solutions archived for up to a minimum of five (5) years.
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Attachment K – Draft Contract

10 - SAFEGUARDING OF DATA AND CONFIDENTIALITY

10.1 Ownership of Data. As between the State and Service Provider, all State Data shall be and remain the property of the State. Service Provider shall not, and shall cause Service Provider Personnel not to: (a) possess or assert any lien or other right against or to the State Data; (b) sell, assign, lease, or otherwise dispose of, or commercially exploit, any the State Data; and (c) use any the State Data for any purpose other than that of rendering the Services under the Agreement.

10.2 This clause intentionally left blank.

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19.13 Cost Reporting Requirements

~~10.2~~ 19.13.1 Within four (4) months of the end of each Service Provider fiscal year during the Term, Service Provider shall provide the State in form and substance reasonably required by the State a report summarizing project costs through the end of such fiscal year. Service Provider shall also provide the State a final report covering the Term within four months of the end of the Term

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All other Sections and provisions of the RFP remain intact as posted. Any and all questions must be directed to the Point of Contact, Mr. Mark Close at mark.close@state.sd.us

Amendment Date: August 21, 2018